

**SPECIAL HANDLING**

65-9014-167  
Copy No 2



ASSIGNMENT OF REFUNDS, REBATES, AND CREDITS

RELEASES

SCHEDULE OF RATES AND COSTS

**SPECIAL HANDLING**

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**SPECIAL HANDLING****ASSIGNMENT OF REFUNDS, REBATES AND CREDITS**Contract No. BB-375

Pursuant to the terms of Contract No. BB-375 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) does hereby:

1. Assign, transfer, set over and release to the United States of America (hereinafter called the Government) all right, title and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits or other amounts (including any interest thereon) due, or which may become due, and to promptly forward to the Government checks (made payable to the Treasurer of the United States) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs and may be applied to reduce any amounts otherwise payable to the Government under the terms hereof.
3. Agree to cooperate fully with the Government as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading application, power of attorney or other papers in connection therewith; and to permit the Government to represent it at any hearing, trial or other proceeding arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this fifth day of April, 1965.

ITEK CORPORATION

BY 

STAT

TITLE Corporate Controller

STAT

I, , certify that I am the Asst. Secretary of the corporation named as Contractor in the foregoing assignment; that , who signed said assignment on behalf of the Contractor was then Corp Controller of said corporation; that said assignment was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT

**SPECIAL HANDLING**RELEASEContract No. BB-375

Pursuant to the terms of Contract BB-375 (9014) and in consideration of the sum of Four hundred thirty-five thousand, seven hundred ninety dollars and four cents which has been, or is to be, paid under the said contract to Itek Corporation, 10 Maguire Road, Lexington, Massachusetts, (hereinafter called the Contractor) or its assignees, if any, the Contractor upon payment of the said sum by the United States of America (hereinafter called the Government) does remise, release and discharge the Contractor, its officers, agents and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

"None"

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Government to third parties arising out of the performance of the said contract which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Government within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Government and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this fifth day of April 1965.

ITEK CORPORATION

BY                     

STAT

TITLE Corp Controller

STAT

I,                     , certify that I am the Asst. Secretary of the corporation named as Contractor in the foregoing release; that                     , who signed said release on behalf of the contract was then Corp Controller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

STAT

**SPECIAL HANDLING**